

TERMS OF SERVICE

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THE SERVICES AND WEBSITE. YOUR USE OF THIS WEBSITE AND THE SERVICES MEANS THAT YOU ACCEPT THE FOLLOWING TERMS OF SERVICE WHICH ARE LEGALLY BINDING. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF SERVICE, YOU SHOULD EXIT THE SERVICE IMMEDIATELY.

BetPoint Group, a company incorporated under the laws of Malta, whose company number is #C52434, with registered offices at 144, Tower Road, Sliema, SLM 1604, Malta. (the "**Company**", "**our**", "**we**", "**us**" or "**Lottoday**") is the owner and operator of this website and its related mobile application (if applicable) (the "**Website**"). When you ("**user**" or "**you**" or "**Player**") access and/or use the Website or the Services (as defined below), these Terms of Service (the "**Terms of Service**" or "**Agreement**") shall apply to any such use.

These Terms of Service also incorporate the Privacy Policy which can be found at [LINK], which applies to your use of the Website and the related Services and is incorporated by reference into these Terms of Service, constituting an integral part thereof. You should review the Privacy Policy prior to any use of the Website or the Services. We take our responsibilities in relation to your privacy very seriously and therefore changes to the Privacy Policy are strictly subject to the modification provisions found therein.

The Website offers Players the opportunity to (i) place Bets on the outcome of a certain official or state-run Lotteries (the "**Bet on Lottery Service**"); and (ii) to participate in Games (the "**Casino Service**"), all as further described herein. Please note that the Website does not provide Players with the opportunity to purchase lottery tickets for the Lotteries. Players are placing Bets with Lottoday on the outcome of the Lotteries and are therefore participating in so-called lottery betting

The Services are provided to you under the Company's Curacao license, license number: 1668/JAZ.

If these Terms of Service are published in any language other than English, where there is a discrepancy, the English language version will prevail.

1. Definitions

In these Terms of Service, unless stated otherwise, the words and expressions set out below shall have the following meanings:

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| "Bet" | - | a bet placed on the outcome of a draw of a certain Lottery on which bets can be placed using the Website; |
| "Game(s)" | - | casino-style, scratch card and any other games offered and operated by us through the Website. |
| "Hedging Provider" | - | any insurer, loss adjuster, ticket buying agent, primary Lottery Draw operator or other person or entity with whom we hedge some or all of the risks arising out of or in relation to Bets from time to time; |
| "Lottery" or "Lottery Operator" | - | an office or state-run or other lottery on which Bets can be placed using the Website; |

"Lottery Draw"	- an official draw of the relevant Lottery game;
"Lottery Jackpot"	- the aggregate amount payable by the relevant Lottery Operator in respect of all winning tickets in Prize Category I of the applicable Lottery Draw, as announced by the Lottery Operator, or where no such winning ticket is announced, the amount that would have been payable by the relevant Lottery Operator had there been a winning ticket in Prize Category I of the applicable Lottery Draw, as determined by the Company.
"Lottery Winning Bet"	- a winning Bet for a Lottery game, which was successfully submitted by a Player hereunder;
"Overall Winning Bet(s)"	With respect to each Lottery Draw, shall include all Lottery Winning Bets placed with the Company on the Website, together with any bet placed directly or indirectly with and insured by the Company and the Company's Hedging Providers on the same Lottery Draw, that has led to winnings, including bets placed (i) by a person who has placed their bet via the services of a third party acting as agent, licensee, reseller or broker in respect of, or betting intermediary for, the Company's and the Company's Hedging Providers' betting products or of a third party offering of the Company's or its Company's Hedging Providers' products under its own brand; and (iii) a person who has placed their bet with the Company's Hedging Providers, including for the avoidance of doubt when the bet is insured by such Hedging Provider on behalf of third parties, which are not Lottoday.
"Pay Out"	- the amount which the operator of a Lottery has to pay or has already paid out in respect of a correctly matched Bet of a relevant draw;
"Password"	- the password chosen by the Player at the time of registration together with such Player's Username, as defined below, which shall be used to ensure that the Player can be uniquely identified by us;
"Player"	- a registered user of the Website;
"Player Account"	- the account created by a Player on the Website through which the Player may place Bets and/or Wagers;
"Prize Allocation"	- in respect of a Lottery Draw, the amount payable by the applicable Lottery Operator in respect of each winning ticket for the relevant Prize Category in that Lottery, as announced by the Lottery Operator, or where no such winning ticket is announced, the amount that would have been payable by the relevant Lottery Operator had there been a winning ticket in that Prize Category of the applicable Lottery Draw, as determined by Lottoday based on official information published by the applicable Lottery Operator.
"Prize Category"	- in respect of a Lottery Draw, the relevant tier of winning as determined

	by the amount of numbers correctly matched (including bonus numbers, stars or other special symbols), all as determined by the Lottery Operator.
"Services"	- Means, collectively, the Bet on Lottery Service and the Casino Service and all other related services available on the Website.
"Stake"	- the sum of money a Player is required to pay in order to place a Bet, or the sum of money staked for one or more Games, as applicable, including any service fees;
"Username"	- the Player's email address or any other types of usernames as permitted by us from time to time, to be chosen by the Player at the time of registration, that shall be used to carry out all deposit and withdrawal transactions via the Player Account and that is intended to ensure that the Player can be uniquely identified by us;
Wager	- a wager placed by a Player with respect to its participation in any of the Games;
"Winnings"	- Refers to either the prize paid out in case of winning Wager placed on any Game, or the premium paid to the Player in respect of a Lottery Winning Bet, all in accordance with these Terms of Service.
"Winning Ticket"	- a winning ticket for the relevant draw of the Lottery Draw.

2. **Introduction**

- 2.1. The Company is responsible for the operation of the Website, the Player Accounts, the Players' placing of Bets on the Lotteries' draws and their participation in the Games as well as for the payment of Winnings to the Players within the scope of these Terms of Service.
- 2.2. By registering through the Website or any application and/or by using the Services and/or by marking the "I accept these Terms Service" box (or any other similar wording), you expressly agree to be bound by these Terms of Service and the Privacy Policy in their entirety and without reservation.

3. **Modification of the Terms of Service and the Services**

- 3.1. We reserve the right to amend, modify, update and change any of the terms of these Terms of Service (including the Privacy Policy) at any time and we will notify you of any such amendment, modification or change by publishing the new version of the Terms of Service on the Website. Any modified version will take effect 14 days after its publication on the Website or earlier if required by any applicable law, regulation or directive. Your continued use of the Services and/or the Website after such period will be deemed to constitute your acceptance of the changes to the Terms of Service. It is your responsibility to ensure that you are aware of the correct and current terms and conditions of the Terms of Service and we advise you to check for updates on a regular basis.

- 3.2. We reserve the right to suspend, modify, remove or add to the Services in our sole discretion with immediate effect and without notice to you. We shall not be liable for any loss suffered by you resulting from any such changes made and you shall have no claims against us in such regard.

4. **Use of the Services and Your Player Account**

- 4.1. Access or use of the Website and/or the Services may be illegal in certain countries, irrespective of your age. You are responsible for determining whether your accessing and/or use of the Website is compliant with applicable laws in your jurisdiction and you confirm to us that your use of the Services is not illegal in the territory from which you access them. We accept no responsibility for Game played and/or Bets placed illegally and you warrant that you are legally entitled to participate in any Game and to place any Bet from the jurisdiction in which you reside.
- 4.2. In addition, there are certain territories which we block access from. Our list of blocked territories does not necessarily correlate to those jurisdictions where we have taken a view on legality; equally if a territory is not blocked, that does not amount to a representation on our part that participation in that territory is legal. We reserve the right to amend the list of countries from which we will not accept users of the Services from time to time at our sole discretion.
- 4.3. You must not access or use the Website and/or the Services (or attempt to do so) if you are based in any of the jurisdictions referenced in paragraphs 4.1 and 4.2 above or any jurisdiction in which it is illegal to do so ("**Prohibited Jurisdictions**").
- 4.4. You must not access or use the Website and/or the Services (or attempt to do so) unless: (i) you are 18 years old or more; or (ii) if you are based in a jurisdiction in which you must be older than 18 to use any part of the Services, unless you are of the legal age to gamble in such jurisdiction ("**Legal Age**").
- 4.5. We reserve the right to request proof of age at any stage, to verify that persons under 18 years old are not using the Services. If proof of age is not provided by you or if we suspect that you are under the age of 18, we may terminate your Player Account and/or exclude you from using the Services. We reserve the right to withhold any funds in your Player Account and not pay you any Winnings until your age is verified.
- 4.6. We reserve the right to verify your registration details and payment methods used, at any time, by requesting certain documents. We shall be under no obligation to accept such documents as valid and whether we decide to accept such documents shall be at our sole discretion. In the event our requests for documents are not completed by you, we may at our sole discretion terminate your Player Account, and withhold any funds that are present therein and withhold any Winnings.
- 4.7. We reserve the right to perform background checks on any Player and request any relevant documentation, for any reason, including (but not limited to) any investigation into the identity of the Player, any credit checks performed on the Player, or any enquiries into the Player's personal history. We may decide at our sole discretion to terminate your Player Account, and withhold all

funds in such account as well as withhold any Winnings, on the basis that such an investigation provides a negative or uncertain outcome.

- 4.8. If we reasonably believe that you are under the Legal Age and/or located in any Prohibited Jurisdiction when using the Website and/or the Services, we shall return to you the money you have deposited in your account as well as withhold any Winnings.
- 4.9. You shall access and use the Services only via your own Player Account and you may never access or use the Services by means of another person's account. Should you attempt to use the Services by means of any other person's account, we will be entitled to immediately close all your accounts, retain all monies in such accounts, withhold Winnings and bar you from future use of the Services.
- 4.10. You must ensure that the details provided when opening a Player Account are true and accurate and are kept up to date. You can amend your own individual Player Account details through the "My Account" section on the Website.
- 4.11. Holding multiple accounts being registered or used by you or by anyone from the same family or living in the same household and/or across multiple devices is strictly prohibited. The Company shall not be responsible in any way for preventing the registration of multiple accounts, but can take action, including retaining all monies in such accounts as well as any related Winnings, against any person opening multiple accounts, including but not limited to situations where accounts are registered from the same household, regardless of the registration details provided at the time of opening such accounts.
- 4.12. Your Player Account is solely for your benefit and you shall not use your Player Account or the Services for any professional, business or commercial purpose or on behalf of any other persons. You must ensure that your Player Account details are kept private, including without limitation your Password and Username. Browser functionality that enables you to save your username and password will increase the risk that your account may be accessed by a third party. If you are concerned that a third party is aware of your username and password, please contact our customer support immediately.
- 4.13. You shall not allow any third party to use your Player Account, Username or Password to access or use the Services and you shall be fully responsible for any activities undertaken on your Player Account by any third party. You hereby agree to indemnify us and hold us harmless against all costs, claims, expenses, and damages in relation to the use or access of your Player Account by any third party. In addition, you will not reveal your account Username or Password to any person and you shall take all steps to ensure that such details are not revealed to any person. You shall inform us immediately if you suspect that your Player Account is being misused by a third party and/or any third party has access to your Player Account, Username or Password so that we may investigate such matter, and you will cooperate with us, as we may request, in the course of such investigation.
- 4.14. The placing of Bets or your participation in any Game will not be valid if you have insufficient funds in your account.

- 4.15. The Company may, at any time, set-off any positive balances in your account against any amount owed by you to us.
- 4.16. The Company will apply an administration fee to all accounts that have been 'inactive' for a consecutive period of at least 180 days in accordance with the following procedure. An account is deemed to be 'inactive' during any period in which none of the following actions take place: (i) a successful deposit is made; or (ii) a Bet or Wager is placed.
- 4.16.1. If your Player Account remains 'inactive' for a continuous period of 180 days then it shall be deemed to be 'dormant' and, if the balance on your Player Account is zero, your Player Account will be closed and no fee shall apply.
- 4.16.2. If, on being deemed to be dormant, your Player Account has a positive balance, we shall take reasonable steps to notify you using the details you provided during your registration process (or as updated by you).
- 4.16.3. If your Player Account remains dormant, after a minimum period of 28 days following our first attempt to notify you that your Player Account has become dormant, we shall deduct a monthly administration fee from your Player Account balance €5 (or currency equivalent), or 25% of your Player Account balance at the time that it is deemed to be dormant (whichever is greater).
- 4.16.4. The administration fee calculated in accordance with the above shall be deducted from your Player Account balance on the expiry of the 28 day notification period mentioned above and every 28 days thereafter at the same rate until the earlier of: (i) your Player Account balance reaching zero when no further administration fee shall be deducted and your Player Account will be closed; or (ii) you "reactivate" your Player Account upon which no further administration fee shall be deducted.
- You can "reactivate" your Player Account by: (i) making a successful deposit; or (ii) placing a Bet or a Wager on a Game.
- 4.17. We may implement a rounding policy in relation to monies deposited by or cashed-out from your Player Account, and/or any Winnings.
- 4.18. Unless otherwise stated, all examples given on the Website are given in EUR. For any transaction (including any deposit, Bet, Wager or payout of Winnings) that requires or involves a currency exchange, the applicable exchange rate will be the mid-rate as quoted by the www.XE.com.
- 4.19. We shall be entitled to suspend or close your Player Account if we reasonably consider or have reason to believe that you are depositing funds without any intention to place a Bet or to participate in any Game. In such circumstances, we may also report this to the relevant authorities.
- 4.20. Players may pay money into their Player Account by credit card or other means as Lottoday may approve from time to time. All deposits into your Player Account must be from a payment source on which you are the named account holder. Please note that there shall be no obligation

on us to check this. In such cases where we identify that the named account holder differs from that which we hold, we reserve the right to treat any deposits into the Player Account as being invalid (and retain any Winnings arising from use of such deposit).

- 4.21. You agree that we shall be entitled to retain any interest which might accrue on funds held in your Player Account.
- 4.22. Depending on the payment method selected, deposits can incur charges or processing fees from third parties. Your bank may independently charge you for bank wire transfers and other methods of payment.
- 4.23. If a payment by the chosen means of payment is returned, Lottoday may refuse to receive further payments by this respective means of payment.
- 4.24. If the payment to Lottoday of any funds requested to be credited to Player's Player Account is stopped, returned or otherwise not completed for any reason, or if any such payment is subsequently cancelled or discovered to have been the subject of any theft or fraud, Lottoday shall be entitled to immediately deduct any amounts credited to that Player Account in respect of the payment, together with any reasonable charges incurred by Lottoday with respect to any such payment.
- 4.25. Lottoday shall be entitled to deduct from Player's Player Account any additional charges reasonably incurred by Lottoday as a result of the actions of Player or in carrying out Player's instructions, including, but not limited to, payment charges.
- 4.26. Unless otherwise permitted by us from time to time, no credit will be offered by us, and all Bets and Wagers must be supported by sufficient funds in your Player Account. We reserve the right to void any placing of Bets and/or placing of Wagers on any Game (as applicable) which may have inadvertently been accepted when the Player Account did not have sufficient funds to cover the relevant Bet or Wager. Should funds be credited to your Player Account by us in error, it is your responsibility to inform us without delay. We will recover such funds by Player Account adjustment.
- 4.27. Nothing in these Terms of Service shall be construed so as to grant you any security interest whatsoever over the assets of the Company, including for the avoidance of doubt on any amounts standing to the credit of your Player Account.
- 4.28. If you are an officer, director, employee, consultant, supplier, agent and/or vendor of: (i) the Company or any company within our group of companies; (ii) any Lottery; and/or (iii) any entity that is connected with the management or operation of a Lottery Draw, you are not permitted to open a Player Account and/or use this Website and/or the Services whether directly or indirectly. This restriction also applies to relatives of such persons and for this purpose 'relative' includes, but is not limited to, any of a spouse, partner, parent, child or sibling.

Any funds you deposit with us will be held in a bank account in the name of the Company (the "**Designated Account**"). The Designated Account is a separate account which only contains funds deposited by and due to Players, which are to be used for the sole purpose to pay for Players' use

of our Services. The funds will be retained by us in the Designated Account until used for that purpose.

- 4.29. Lottoday shall be entitled in its sole discretion to set and amend from time to time monetary limits on the operation of Player Accounts, including limits on minimum and maximum deposit amounts, and maximum aggregate sums that may be bet or wagered in a particular time period.

5. Player Representations and Undertakings

- 5.1. When agreeing to these Terms of Service and on an ongoing basis, you hereby represent, warrant, covenant to the Company and agree that:
- 5.1.1. You are ages the Legal Age or older and you are of sound mind and you are capable of assuming responsibility for your own actions;
 - 5.1.2. You are aware that you might lose your Stakes as a consequence of the Bets or Wagers placed by you or the Games' you play;
 - 5.1.3. You are not physically located at the time of placing your Bet or of wagering on any Game, in any territory that Lottoday excludes at the time of registration, including, but not limited to, the United States of America;
 - 5.1.4. You will not do anything to seek to circumvent any technological or other measures Lottoday has in place during the registration, bet placement, Game play and/or deposit processes to prevent persons located in excluded territories from registering for a Player Account and/or placing a Bet or purchasing Game ticket;
 - 5.1.5. All details provided by you to us either during the registration process or at any time thereafter, including as part of any payment deposit transaction, are true, current, correct and complete and match the name(s) on the credit/debit card(s) or other payment accounts to be used to deposit or receive funds in your Player Account;
 - 5.1.6. You have verified and determined that your use of the Services does not violate any laws or regulations of any jurisdiction that apply to you;
 - 5.1.7. You will not commit any acts or display any conduct that damages the reputation of the Company;
 - 5.1.8. You are solely responsible for recording, paying and accounting to any relevant governmental, taxation or other authority for any tax, duties or levies that may be payable on any Winnings or Stakes;
 - 5.1.9. You acknowledge and agree that the Company may publish the amounts you have won alongside your Username on the Website and/or through social networks and/or through or on any other media channels;
 - 5.1.10. You shall use the Services and the Website only in good faith towards both the Company and other Players. In the event that we have reasonable suspicion that you have been

using the Services in bad faith, we shall have the right to terminate your Player Account and any other accounts you may hold with us, and we shall be entitled to retain all monies therein and any Winnings. You hereby expressly waive any future claims against the Company in such regard;

5.1.11. You declare that the source of funds used by you on this Website is not illegal and that you will not use the Services in any way as a money transfer system; and

5.1.12. You shall not use any artificial intelligence which includes but is not limited to "robots" and "spiders" in relation to your use of the Website and/or the Services. All actions taken in relation to the Service by you must be executed personally by you.

5.1.13. You shall not treat the Website as a financial institution nor be entitled to receive any interest on your deposits or funds.

6. Placing of Bets and Wagers

6.1. The Services allow you to place Bets on the results of Lotteries offered by the Company from time to time as well as to participate and play the Games by placing your Wagers on the Games.

6.2. Before you place a Bet or a Wager we would advise you to read all applicable information available on the Website so that you are fully aware of the risks involved in gambling. For more information please see our Responsible Gaming Policy.

6.3. We may decline all, or part, of any participation in the Services requested at our sole and absolute discretion.

6.4. It is your responsibility to ensure details of your Bets or Wagers are correct before placement. Once you have placed a Bet or Wager you may not cancel or change it.

6.5. We may refuse any Bet or Wager before placement and we may also cancel any Bet or Wager placed at any prior to the applicable event occurring. Provided there is no suspicion necessitating account closure or suspension, the Bet or Wager will be refunded in full to you in the event of such cancellation.

6.6. Amounts deposited in your account will be allocated to the Services in the order that the applicable Bets or Wagers are placed.

6.7. A Bet or Wager will only be valid once accepted by our servers. You may check the processing status of the relevant Bet at any time on your Player Account. If you are unsure about whether your Bet or Wager is valid, please check your Player Account or contact our customer support immediately.

6.8. Notwithstanding the above, if your Bet or Wager is using funds deposited via a credit or debit card, such bet or wager will not be valid until we have received payment in full. The Bet or Wager will be automatically void if we have not received the payment prior to the relevant event commencing. In

the case of any chargeback, reversal, or an insufficient funds notice from your bank or cancellation, any Winnings related to such payment will be void.

- 6.9. Save in respect of our negligence or fraud, should a dispute arise between you and us, you agree that our transaction log database will be determinative.
- 6.10. It is your responsibility to check that any Bet or Wager placed by you is correct and you may not cancel any Bet or Wager and all Bets and Wagers are final and non-refundable.
- 6.11. You can place a Bet on any Lottery made available on the Website or through a mobile application by selecting the relevant Lottery and the Stake, filling out the payment details and confirm your order.
- 6.12. Bets can be placed on various Lotteries at least a certain period of time before each such Lottery is drawn. Therefore, Bets can be placed on each Lottery only as long as the Website or the mobile application allows you to do so. No Bet shall be considered placed until receipt of confirmation from us.
- 6.13. **Winnings** Winnings shall be calculated and paid out in accordance with Appendix 1 to these Terms of Service.
- 6.14. You may view the Winnings on you Player Account. In addition, we may inform you about Winnings by email or text message or in other way. Information about Winnings can be provided by us in any currency.
- 6.15. Lottoday shall automatically credit Winnings to your Player Account provided that the Winning prize won by the Player does not exceed a certain limit, as determined by Lottoday in its sole discretion, from time to time. For any Winnings in excess of this limit, Lottoday will contact the Player to arrange payment of the applicable Winning to the Player. Lottoday reserves the right to pay out Winnings (at its sole option) in (i) Euros or (ii) any other currency that is used to advertise the relevant prize on the Website. Where such dual currency applies, the prize published on the Website for the relevant draw will be equal to the relevant exchange rate published by the European Central Bank on the business day prior to the relevant draw day. Subject to the above, payment of Winnings related to Lottery Winning Bet to the Player Account of the Player shall only be made after publication of the relevant Pay Outs and calculation of Winnings.
- 6.16. You acknowledge that the Company is authorized in its sole discretion to void the relevant Bets and/or Wagers, as applicable, in any case where you have breached these Terms of Service, including without limitation, if any of the following occur: (i) the Company was instructed by a Player to place Bets only after the relevant deadline or after the start of the relevant draw and/or if the Company erroneously accepted an instruction to place Bets on the Website after the relevant deadline or after the start of the relevant draw, (ii) the Company becomes aware of a genuine error in relation to that Bet or Lottery Draw and is not able to contact the Player to correct the error or confirm the Bet before the deadline, (iii) the Company was instructed to place a Bet or a Wager by a Player who has provided false, incomplete or expired information in connection with its Player

Account or otherwise in connection with the Website or the Services, (iv) the Company was instructed to place a Bet or a Wager by a Player who has been involved in any fraud-related activities in relation to the applicable Bet or Wager, the operation of the Player Account or otherwise in connection with the Website or the Services, (v) the Company was instructed to place a Bet or a Wager by a Player who was, at the time of placing the Bet, less than the Legal Age, (vi) the Player maintains more than one Player Account, (vii) the Lottery Draw is declared by an operator or co-operator of the Lottery as being invalid, (viii) where it would be forbidden, unlawful or illegal under applicable law or regulation to accept, process and/or honor such Bets or Wagers, (x) where Player fails to provide the required information and documentation pursuant to Section 8; or (xi) in the case of Hedged Bets only, where the Lottery operator or the Hedging Provider will not release, or enable the release, of the applicable funds (whether to Lottoday or to the beneficiary Player).

- 6.17. The transfer of any Winnings by us to you shall not entitle you to any claim over any such Winnings which you are legally or contractually not entitled to. We may at any time reclaim Winnings transferred to you to the extent that you had no right to such Winnings in accordance with these Terms of Service.
- 6.18. Further terms regarding your Winnings may apply by us from time to time depending on the terms set out by the underlying Lottery on which Bets can be placed using the Website.
- 6.19. Some Lottery operators may allow with respect to a specific draw that the prizes due for such draw will be paid either as a lump sum or as annuity payments. For the avoidance of any doubt, it is expressly agreed that in any such case we shall pay the Winnings to you either as a lump sum or as an annuity payments, all as shall be determined by us at our sole and absolute discretion and on a case by case basis. For the avoidance of doubt, in any case where we choose to pay the Winnings to you as a lump sum, we shall apply to such Winning the same deductions that would have been deducted from any prize due to a holder of a Winning Ticket choosing the lump sum option, all as determined by the Lottery Operator in accordance with its terms and conditions which are relevant to the receipt of winnings as a lump sum (rather than as annuity payments).
- 6.20. In the event that any Winnings incur taxes, duties or levies, these are borne by you. You are responsible for reporting your Winnings and losses to the tax and/or other authorities in your jurisdiction. In the event that we are required to pay any taxes, duties or levies (including withholdings) directly to a regulatory authority you agree that we are entitled to deduct these amounts from any Winnings payable to you or your Player Account balance, or claim these amounts from you.
- 6.21. Our decision as to whether or not a Bet is a valid Lottery Winning Bet or in respect of any other matter or dispute arising from the payment or awarding or non-payment or non-awarding of Winnings and any exercise by us of any discretion under these Terms of Service shall be final and binding upon you, subject to any dispute resolution mechanism stated herein. In the event of a

dispute in respect of a Lottery Winning Bet or the payment or awarding of any Winnings, we may withhold payment of the relevant Winnings until any dispute has been resolved.

- 6.22. We act as a bookmaker in respect of Bets that you place on the outcome of the underlying Lotteries. We always endeavor to pay out all Winnings in respect of Lottery Winning Bets and in order to do so, we use certain hedging measures and financial instruments. In particular, we may take out insurance policies with Hedging Providers in order to cover certain payouts to Players.

In some cases, we may use financial instruments to endeavor to pay out Winnings, including by insuring a Bet placed by you via our Hedging Providers and/or by us or our Hedging Providers purchasing actual Lottery Tickets in the Lottery on your behalf which is corresponding to your Bet ("Hedged Bet"). Hedging techniques as well as the hedging criteria which qualifies a certain bet to be hedged by us shall be at our sole discretion. In the event that we do so and you are due Winnings in respect of a Lottery Winning Bet, we may need your assistance in claiming the applicable Winnings from the Lottery, which may include you having to claim the Winnings directly from the Lottery Operator and/or to empower third parties instructed by us or our Hedging Providers to collect the Winning on your behalf and in this case you will be required to fully cooperate with us and/or our Hedging Providers in this respect. In claiming Winnings from the Lottery Operator, directly or through collaboration with us and/or our Hedging Providers, if such Winnings for such entries incur any taxes, duties or levies, and/or if any costs or expenses are incurred by you in connection with your collection of Winning as stated above, these are to be borne solely by you. Under no circumstances will we have any obligation to pay you any amount the Lottery Operator may fail to pay you, to Lottoday or to its Hedging Providers in connection with any Winnings for such entries. If you are unwilling or unable to assist, we may not be able to claim the winnings from the Lottery.

- 6.23. As a result of the above hedging techniques, whilst we will make every effort to payout as per these Terms of Service, depending on the technique used we may with respect to certain Winning Bets, be reliant on: (i) the Lottery Operator paying us the applicable Winnings; and (ii) the Hedging Provider paying out the insurance claim (such winnings and claim being together the "Hedged Winnings").

Provided we have hedged a certain Bet as set out in Section 7.10 above and provided further that we have used reasonable endeavors to obtain the Hedged Winnings, you acknowledge and agree that we will only be liable to you for any Hedged Bets and the related Hedged to the extent that we have actually received the applicable Hedges Winnings from the applicable third party (i.e. the Lottery operator and/or Hedging Provider). We will pay your Hedged Winnings to you to the extent that and as soon as we receive the corresponding funds from the applicable third party. As a result, there may be instances where your receipt of Hedged Winnings in respect of Lottery Winning Bets may be delayed and/or we may be unable to payout in accordance with these Terms of Service. We disclaim any liability towards you in any case where for any reason and following investing our reasonable endeavors as above, we fail to obtain the Hedged Winnings.

6.24. You agree that, in the event that the Services fail to operate correctly, for any reason, we will not be responsible for any loss, including loss of Winnings, that may result and if any such errors result in an increase in Winnings owed or paid to you, you shall not be entitled to the Winnings falling within such increase. You shall immediately inform us of such error and shall repay any Winnings to us which have been credited to your Player Account or which may have been paid to you; alternatively, we may, at our discretion, deduct an amount equal to those Winnings from your Player Account or set off such amount against any money owed to you by us.

7. Withdrawals

The Players are entitled to either use their Winnings to pay for future Bets and/or Wagers or request that the Company pays the Winnings into their chosen payment source, which may serve as the Player's bank account or any other payment instrument permitted under Section 7.1 hereunder or as may be acceptable by the Company from time to time. Subject to Section 7.1, The Company shall transfer Winnings or funds, or procure the transfer of such by a third party, to the Player's bank account or any other payment source nominated by a Player and which is acceptable by the Company, only after receiving from you of any and all information and documents required by us in order to effect or procure the payment of Winnings to Player (including such documents and data as may be required by any third party with which Lottoday hedges its risk in respect of Bets) and in order to fully verify of your request. Without derogating from the generality of the foregoing we reserve the right to credit your Winnings only after having received a copy of the front and back side of a valid identification document or other means of verification matching the name, date of birth and residential address registered with Lottoday at the time of the request for the payout, a service bill or bank statement, in case of credit/debit card transactions – a scan of the card front and back, a signed confirmation form including a written instruction from Player setting out the details of the account the funds are to be transferred to, and all subject to our receipt and acceptance of the foregoing documents, at our discretion and subject to our full satisfaction. If Player fails to supply, and/or Lottoday fails to receive, copies of any of the documents set out above on request by Lottoday within a period of 90 days (or in the case of Winnings in Prize Category 1, within a period of 30 days) (receipt by Lottoday) after announcement of the winning, then Player is not entitled to claim the Winnings.

- 7.1. Where possible, all withdrawals will be processed to the payment account from which the deposits were made. Withdrawal payments can only be made in the name of and to the registered Player Account holder.
- 7.2. For most payment types, withdrawals can be processed via the “My Account” section on the Website, subject to there being sufficient funds in your Player Account. Each withdrawal is subject to a minimum withdrawal amount of at least USD50, or a currency equivalent.
- 7.3. If the value of a deposit is not played through in full before a withdrawal is requested, we reserve the right to make a charge to your account to cover all reasonable costs relating to both the deposit and withdrawal. If necessary, the value of the withdrawal requested may be reduced accordingly.

- 7.4. The method by which we transfer withdrawn amounts out of your Player Account may vary depending on the size of the transaction. Any third-party bank and payment processing charges and fees incurred are borne by you and we are entitled to debit your Player Account accordingly.
- 7.5. Any free bets, bonuses or Winnings credited to your account in error are not available for use by you, and we may void any transactions made by you of such funds and/or withdraw the relevant amount from your account and/or reverse the transaction, either at the time or retrospectively when we become aware of the error.
- 7.6. We may pay Winnings in either the currency used to deposit into the applicable account, Euros (EUR) or the currency used by the underlying Lottery.

8. Intellectual Property

- 8.1. Subject to the terms and conditions contained herein, we grant you a non-exclusive, personal, revocable, non-assignable, non-sub-licensable, non-transferable right to use the Website and/or the applicable application in order to access and use the Services in accordance with these Terms of Service.
- 8.2. We, our corporate affiliates and our licensors are the sole holders of all the rights in the Website and which includes but is not limited to the code, its structure and organization which are protected by intellectual property rights. You shall not:
 - 8.2.1. copy, redistribute, publish, reverse engineer, decompile, disassemble, modify, translate or make any attempt to access the source code to create derivative works of the source code, or otherwise; or
 - 8.2.2. sell, assign, sublicense, transfer, distribute or lease such code.(Collectively the "**Forbidden Activities**").
- 8.3. You agree that you shall be solely liable for any damage, costs or expenses arising out of or in connection with any Forbidden Activities. You shall notify us immediately upon becoming aware of any person engaging in any Forbidden Activities and you shall provide us with all reasonable assistance with any investigations it may conduct in light of the information provided by you in this respect.
- 8.4. The domain name of the Website as well as all brand names, trademarks, service marks and/or trade names appearing on the Website (collectively the "**Marks**") are the property of the Company, its affiliates and/or its licensors (as applicable) and these entities reserve all rights to such Marks. In addition, the Company, its affiliates and/or its licensors (as applicable) own the rights in all other content, including but not limited to the images, pictures, graphics, photographs, animations, videos, music and audio used or accessed through the Website (the "**Content**") and the Content is protected by copyright and/or other intellectual property rights. You hereby acknowledge that by using the Services you obtain no rights in or to the Marks or the Content.

9. Fraud

- 9.1. You agree that you will not make or attempt to make any charge-backs, and/or deny or reverse any payment that you have made and you hereby agree that you will reimburse us for any charge-backs, denial or reversal of payments you make and any loss suffered by us as a consequence thereof.
- 9.2. We reserve the right to seek criminal and contractual sanctions against you if you are involved in fraud, dishonest or criminal acts when using this Website and/or the Services and will make such reports as necessary to the applicable authorities. You shall indemnify and shall be liable to pay us, on demand, all costs, charges or losses sustained or incurred by us and our affiliates (including any direct, indirect or consequential losses, loss of profit and loss of reputation) arising directly or indirectly from your fraud, dishonesty or criminal actions.
- 9.3. In addition, in the event that any fraudulent activity has taken place in relation to any Bet or if we have reasonable suspicion that you are engaging in any type of fraud, dishonesty or criminal actions, we reserve the right to withhold payment to you, recover any Winnings as well as block or terminate your Player Account.
- 9.4. Each Player must immediately inform Lottoday: (i) if his credit card becomes lost or stolen, or it or the account related to it has been misused or compromised in any way; (ii) if he has given away, shared or lost his pin code (or it has otherwise been compromised) for the means of payment held by the Player and linked to his Player Account or his login credentials; or (iii) if he suspects there has been any fraudulent, unauthorised or illicit use of his Player Account, and shall take such steps as may be necessary in order to overcome any such fraud, unauthorised or illicit use, such as by changing the login credentials on the Player Account.
- 9.5. Under no circumstances shall we be liable for any unauthorized use of credit cards, irrespective of whether or not the credit cards were reported stolen.
- 9.6. Furthermore, we reserve the right not to accept, process and/or honor Bets where it would be forbidden, unlawful or illegal under applicable law or regulation to do so.

10. Our Obligations

- 10.1. We have no obligation to check whether users are using the Services in accordance with the Terms of Service, as updated from time to time.
- 10.2. We may, at our sole discretion, decide to take appropriate action against any person we suspect of engaging in any unlawful behavior or otherwise violating these Terms of Service, but are under no obligation to do so.
- 10.3. We have no obligation to maintain account names or passwords and if you misplace, forget or lose your Username or Password, we shall not be liable in this regard in any way.
- 10.4. We shall handle all personal information provided by you strictly in accordance with the Privacy Policy.

11. No Warranty and Disclaimers

- 11.1. THE BETS AND WAGERS ARE PLACED AT YOUR OWN RISK AND WE DO NOT MAKE ANY REPRESENTATION OR WARRANTY IN RELATION TO THE CHANCES OF WINNING.
- 11.2. THE SERVICES AND THE WEBSITE ARE PROVIDED "AS IS" AND WE DO NOT MAKE ANY WARRANTY OR REPRESENTATION, WHETHER EXPRESS OR IMPLIED (WHETHER BY LAW, STATUTE OR OTHERWISE), INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS OR ACCURACY OF THE SERVICES OR THE SOFTWARE OR INFRINGEMENT OF APPLICABLE LAWS AND REGULATIONS.
- 11.3. THE ENTIRE RISK AS TO THE USE, QUALITY AND PERFORMANCE OF THE WEBSITE'S OR MOBILE APPLICATIONS' SOFTWARE LIES WITH YOU.
- 11.4. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SOFTWARE OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR BUGS.
- 11.5. WE DO NOT REPRESENT THE FUNCTIONALITY, ACCURACY AND/OR RELIABILITY OF THE MATERIALS ON THE WEBSITE OR AS TO RESULTS OR THE ACCURACY OF ANY INFORMATION OBTAINED BY YOU THROUGH THE SERVICES.
- 11.6. WE SHALL NOT BE LIABLE FOR ANY ACTS OR OMISSIONS MADE BY THE LOTTERY PROVIDERS, YOUR INTERNET SERVICE PROVIDER OR OTHER THIRD PARTY WITH WHOM YOU HAVE CONTRACTED TO GAIN ACCESS TO THE SERVER THAT HOSTS THE WEBSITE.
- 11.7. YOU HEREBY ACKNOWLEDGE AND AGREE THE CONTENT ON THE WEBSITE REGARDING LOTTERIES, INCLUDING WITHOUT LIMITATION, INFORMATION REGARDING THE JACKPOT AMOUNTS AND LOTTERIES' SCHEDULES, RELIES UPON INFORMATION RECEIVED OR PUBLISHED FROM THE LOTTERY PROVIDERS AND/OR THIRD PARTY PROVIDERS AND SUCH CONTENT MAY NOT BE ACCURATE AND/OR MAY BE INCOMPLETE AND IS SUBJECT TO CHANGE.
- 11.8. A MALFUNCTION VOIDS ALL PAYS. IN THE EVENT OF SYSTEMS OR COMMUNICATIONS ERRORS OR MALFUNCTIONS, BUGS OR VIRUSES RELATING TO BETS AND WAGERS, SETTLING WINNINGS OR OTHER ELEMENTS OF THE SERVICES OR RESULTING IN LOSS OF DATA OR WINNINGS OR BONUSES OR ANYTHING ANALAGOUS THERETO BY YOU OR ANY OTHER DAMAGE TO YOUR COMPUTER EQUIPMENT OR SOFTWARE, WE SHALL IN NO WAY BE LIABLE TO YOU AND WE SHALL VOID ALL BETS, WAGERS AND/OR WINNINGS IN QUESTION (WHENEVER SUCH SYSTEMS OR COMMUNICATIONS ERRORS OR MALFUNCTIONS, BUGS OR VIRUSES ARE DISCOVERED) IN REALTION THERETO AND MAY TAKE ANY OTHER ACTION TO CORRECT SUCH ERRORS EXCEPT THAT WE ARE NOT REQUIRED TO PROVIDE ANY BACK UP NETWORK AND/OR SYSTEMS OR SIMILAR SERVICES.
- 11.9. WE ARE NOT A LOTTERY OPERATOR AND DOES NOT HOLD OR OPERATE ANY LOTTER DRAWS. WE DO NOT GURANTEEE THAT THE LOTTERY OPERATORS WILL PERFORM A LOTTERY DRAW CORRECTLY, VOID A LOTTERY DRAW, AND/OR PAY ANY PRIZE MONEY. YOU HEREBY ACKNOWLEDGE AND AGREE

THAT WE SHALL NOT BE LIABLE TO YOU IN ANY WAY WHATSOEVER SHOULD ANY OF THE FOREGOING INSTANCES OCCUR AND YOU HEREBY WAIVE ANY CLAIMS, RIGHTS OR REMEDIES WHICH YOU MAY HAVE AGAINST US OUR AFFILIATES AND OUR SERVICE PROVIDERS WHICH YOU MAY HAVE IN RELATION TO SUCH INSTANCES.

- 11.10. IF YOU HAVE ANY DISPUTE OR CLAIM WITH A LOTTERY OPERATOR WITH REGARDS TO A LOTTERY DRAW, YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY SUCH CLAIMS OR DAMAGES IN RELATION TO SUCH DISPUTE.

12. Disputes and Governing Law

- 12.1. In the event that you possess a dispute or complaint with regards to any payment to us or by us or in connection with these Terms of Service, the Website or the Services, you must first submit details of such dispute to us via member support located at support@lottoday.com and we will use commercially reasonable efforts to respond as quickly as possible. Both you and the Company hereby agree to cooperate in good faith with each other to amicably resolve the relevant dispute.
- 12.2. In the event that the dispute is related to the outcome of a gambling transaction and you remain unsatisfied with the results of the above procedure, you may refer your dispute to an alternative dispute resolution procedure with eCOGRA. Where you refer your dispute to eCOGRA you should do so promptly following receipt of our final decision. More information regarding eCOGRA'S dispute resolution services can be found at http://www.ecogra.org/srs/policies_procedures.php. For a dispute resolution form please see <http://www.ecogra.org/srs/dispute.php>.

13. Limitations of Liability

- 13.1. You agree that the use by you of the Website and/or the Services is at your own risk.
- 13.2. We shall not be liable to you or any third party in contract, tort, negligence, or otherwise, for any loss or damage whatsoever arising from or in any way connected with your, or any third party's, use of the Website or the Services, whether direct or indirect, including, without limitation, damage for loss of business, loss of profits (including loss of or failure to receive anticipated winnings), business interruption, loss of business information, or any other pecuniary or consequential loss (even where we have been notified by you of the possibility of such loss or damage).
- 13.3. You confirm that we shall not be liable to you or any third party for any modification to, suspension of or discontinuance of the Services or any part thereof.
- 13.4. Nothing in the Terms of Service will operate so as to exclude any liability of the Company for death or personal injury that is caused by our negligence or any liability to the extent the same may not be excluded or limited as a matter of law.

14. Breach of these Terms of Service

- 14.1. Without prejudice to any other rights which we may have, if we reasonably believe that you have breached or you may have breached in whole or in part any provision contained in the Terms of Service, we reserve the right to take such action as we deem fit, including terminating the Terms of

Service or any other agreement that we may have in place with you, immediately blocking your access to your Player Account and the Service, terminating your Player Account with the Website and retaining all monies held in any Player Account which you may have with as well as any Winnings and/or taking legal action against you, and you shall have no claims in such regard.

14.2. You hereby agree to fully indemnify, defend and hold the Company and its affiliates and their respective officers, directors and employees harmless immediately on demand from and against all claims, demands liabilities, damages, losses, costs and expenses, including legal fees and any other charges whatsoever, howsoever caused, that may arise as a result:

14.2.1. any breach of the Terms of Service by you;

14.2.2. violation by you of any law or the rights of any third party; or

14.2.3. use by you of the Services or use by any other person accessing the Services using your Username, whether or not with your authorization.

15. Term and Termination

15.1. These Terms of Service shall come into force immediately upon your completion of the registration process with us and shall continue in force unless and until terminated in accordance with its terms.

15.2. We may terminate your Player Account immediately without notice to you:

15.2.1. if for any reason we decide to discontinue to provide the Services in general or specifically to you;

15.2.2. if your use of the Services has been in any way improper or breaches the spirit of these Terms of Service; or

15.2.3. if your Player Account is associated in any way with any existing Player Account that has been terminated for breach of the Terms of Service; or

15.2.4. for any other reasonable grounds we see fit.

15.3. Save for as otherwise provided herein, on termination of the Terms of Service any balance in your Player Account will be returned to you within a reasonable time of your request, as well as any Winnings, subject always to our right to deduct any amounts owed by you to us. Any negative balance on your account will fall immediately due and payable to us, and your account will not be closed until the relevant amount owed to us is paid in full.

15.4. You may close your Player Account at any time by giving us at least 24 hours' notice (by sending an email to support@lottoday.com), such termination to take effect upon our termination of your Player Account, which shall occur within 7 business days after receipt by us of your email. During such period, you shall remain responsible for any activity on your Player Account. We may also suspend your account at any time and for any reason.

15.5. On termination of the Terms of Service (or its suspension) you shall discontinue the use of the Website and the Services, pay all amounts due to us and destroy all related documentation in your

possession. Further, we will void all Bets and Wagers which were yet to take place and, only where possible to cancel the orders associated with such outstanding Bets and Wagers, we will also return the respective Stakes amounts to you.

- 15.6. Upon the termination of the Terms of Service for any reason, except as otherwise provided herein and subject to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under the Terms of Service.

16. Severability

If any of the terms of the Terms of Service are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms and conditions which will continue to be valid to the fullest extent permitted by law.

17. Waiver

No failure or delay by us in exercising any right under these Terms of Service shall operate as a waiver of this right. Similarly, any single or partial exercise of any right shall not preclude any further exercise of any of these rights or the exercise of any other right.

18. Third Party Rights

Unless expressly stated, nothing in the Terms of Service shall create or confer any rights or any other benefits whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise in favour of any person other than you and us.

19. Force Majeure

We shall not be in default or liable to you in any way for any failure, interruption or delay in performance of any or all our obligations under these Terms of Service, to the extent arising out of circumstances beyond our reasonable control (including war, rebellion, acts of terrorism, riots, strikes, lockouts and industrial disputes, fire, explosion, earthquake, act of God, flood, wind, drought, the act or order of any governmental, provincial, local or European Union authority or other regulatory body).

20. No Agency

Nothing in the Terms of Service shall be construed as creating any agency, partnership, trust arrangement, fiduciary relationship or any other form of joint enterprise between you and the Company.

21. Entire Agreement

The Terms of Service represents the entire agreement between us in relation to the subject matter of the Terms of Use and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

22. Assignment

- 22.1. We reserve the right to transfer, assign, sublicense or pledge the Terms of Service, in whole or in part, without your consent to any entity, including any entity within the same corporate group as the Company.
- 22.2. You may not transfer, assign, sublicense or pledge in any manner whatsoever any of your rights or obligations under the Terms of Service.
- 22.3. Subject to applicable laws and regulation, we may outsource any or all of the Services it provides under the Terms of Service to third parties.

23. Surviving Provisions

Any provisions hereof which expressly or by their nature are required to survive termination or expiration of the Terms of Service in order to achieve their purpose shall so survive until it shall no longer be necessary for them to survive in order to achieve that purpose.

Appendix 1 – General Rules and Calculation of Winnings

In this Appendix, we set out further information on how Winnings will be calculated and the terms that apply in relation to the same.

i) Bet On Lottery

1. Only one Winning prize can be won per Bet, which will be the highest of the available Prize Categories achieved by, and relevant to, that Bet.
2. The Prize payable by us in respect of each Lottery Winning Bet in any Prize Category will depend on the number of Overall Winning Bets and the number of Winning Tickets in such Prize Categories, the Lottery Jackpot and Prize Allocations for the relevant draw for the relevant Lottery game, all as further described below.
3. The Winning prize payable by us in respect of each Lottery Winning Bet in these Prize Categories shall be no higher than the amount of the Prize Allocation announced by the Lottery Operator in respect of each Prize Category divided by the sum of Winning Tickets and the Overall Winning Bets (and may be less as described below).
4. If the Lottery Operator has not announced a Prize Allocation in respect of a Prize Category for the relevant Lottery Draw, the Winning prize payable in respect of each Lottery Winning Bet in that Prize Category will be calculated by us on the basis of the aggregate amount paid for tickets for the relevant Lottery Draw, as announced by the Lottery Operator and its allocation to the winning Prize Categories.
5. The aggregate Winnings payable by us for any Prize Category on any Lottery Draw shall never exceed an amount equal to the relevant amount in that Prize Category for the relevant Lottery Draw.

6. The maximum Prize payable by us in respect of each Lottery Winning Bet in each Prize Category in respect of each Lottery Draw will be calculated by us as follows:

6.1 If there is only a single Lottery Winning Bet in any Prize Category (and provided that there are no additional Overall Winning Bets except for such single Lottery Winning Bet), the following applies with respect to:

6.1.1 If the Lottery Operator has announced that there are no Winning Tickets in a relevant Prize Category, the Winning prize payable in respect of the single Lottery Winning Bet in that Prize Category will be equal to the amount the Lottery Operator would have paid out to a Winning Ticket in that Prize Category if there had been one Winning Ticket in that Prize Category, which amount will be calculated by the Company on the basis of the aggregate amount paid for tickets for the relevant Lottery Draw announced by the Lottery Operator and its allocation to the winning Prize Categories.

6.1.2 If the Lottery Operator has announced one or more Winning Tickets in any Prize Category, the Prize payable in respect of the single Lottery Winning Bet shall be equal to the Prize Allocation in respect of that Prize Category multiplied by the number of Winning Tickets in that Prize Category divided by the total number of Winning Tickets plus 1 (representing a single Lottery Winning Bet for the relevant Prize Category).

6.2 If there are two or more Overall Winning Bets in any Prize Category, then the following shall apply with respect to the calculation of each Lottery Winning Bet:

6.2.1 If the number of Winning Tickets in that Prize Category announced by the Lottery Operator is zero, the Prize payable in respect of each such Lottery Winning Bet shall be equal to what the Prize Allocation would have been had there been one Winning Ticket in that Prize Category divided by the total number of the Overall Winning Bets for the relevant draw;

6.2.2 If the number of Winning Tickets in that Prize Category announced by the Lottery Operator is higher than zero, then the Prize payable in respect of each Lottery Winning Bet shall be equal to the Prize Allocation in respect of that Prize Category multiplied by the number of Winning Tickets in that Prize Category, divided by the total number of Winning Tickets plus the number of the Overall Winning Bets for the relevant Lottery Draw.

Examples:

Example 1: There is one Lottery Winning Bet in a Prize Category (with no other Overall Winning Bets except for such single Lottery Winning Bet) and two Winning Tickets were announced by the Lottery Operator in that Prize Category in respect of a Prize Allocation of € 15,000,000: The Winning prize breakdown payable to each of the Winning Tickets would be a half share of the Jackpot, i.e., € 7,500,000. However, the Prize payable in respect of that single Lottery Winning Bet would be € 5,000,000 (being an amount equal

to the Prize Allocation in that Prize Category multiplied by the number of Winning Tickets in that Prize Category divided by the total number of Winning Tickets and the Overall Winning bets).

Example 2: There is one Overall Winning Bet in a Prize Category (with no other Winning Bets except for such single Overall Winning Bet) and no Winning Tickets were announced by the Lottery Operator in that Prize Category in respect of a Jackpot of € 15,000,000: The Prize payable to the Lottery Winning Bet would be the Jackpot, i.e., € 15,000,000.

6.3 The maximum Prize payable by the Company in respect of each Lottery Winning Bet in any other Prize Categories in respect of each Lottery Draw will be the relevant Prize Allocation multiplied by the number of Winning Tickets in that Prize Category divided by the higher of: (a) the number of Winning Tickets in that Prize Category and (b) the number of Overall Winning Bets in that Prize Category.

6.4 The following additional rules apply to Lottery Winning Bets on Euromillions:

6.4.1 the Winnings in respect of a Lottery Winning Bet in Prize Category I of Euromillions will be the amount calculated in accordance with Section 6.1 and 6.2 above LESS the amount of taxes that would have been payable by a Spanish resident holder of a Winning Ticket in Prize Category I, which will be approximately 20 per cent of the Prize.

6.5 Lottoday does not cover any special events that might be offered from the Lottery Operator from time to time. In such events Lottoday will only pay out the Winnings as calculated by Lottoday for such Prize Category, as it would have been paid by the Lottery Operator having not been such a special event.

6.6 Additional rules that apply to all Bets

6.6.1 Draw days of the relevant Lottery will be displayed on the Website under section 'Help' of the respective Lottoday game.

6.6.2 Valid Bets will be placed on the next relevant draw that takes place, provided that they are placed before the relevant cut-off time for that draw. The cut-off time for placing Bets on each draw of a Lottery will be displayed on the Website for Players at the time they place their Bets. It is up to Player to ensure that the Bet is placed before the relevant cut-off time. A Bet placed after a draw has actually occurred will not be valid for the draw that has already occurred, irrespective of any automatic confirmation that may be generated via e-mail or the Website, but will be deemed a Bet to the next draw. A Bet placed after a draw has occurred will further be invalid for this draw if it has been placed before a cut-off time of a relevant draw that is displayed incorrectly on the Website.

6.6.3 If a Lottery foresees multiple draws on the same day/date, then unless otherwise specified by Lottoday on the Website, Player's Bet will apply only to the main draw

taking place on that day/date (or, where no 'main' draw takes place, the first draw) and not to any other draw made by the Lottery in question.

- 6.6.4 If a Lottery Draw does not take place or no draw result is published or officially announced, all valid Bets on that draw will stand for the rescheduled draw (or, if there is none, the next available relevant draw).
- 6.6.5 Subscription Bets. A Player may be able to automatically renew selected Bets. After the expiration of the initially selected period or number of draws, the Bet is automatically renewed for successive periods of the same duration or same amount of draws respectively, provided that Player has not cancelled the subscription Bet on the Website prior to the end of the then-current period or draws respectively. Any cancellation request will come into effect provided that it was delivered to us in writing at least 7 days prior to the end of the then-current period or draws respectively. Any such request will be considered "delivered" only once an acknowledgement of receipt is sent to you by us.
- 6.6.6 Syndicated Bets. Our Website may also enable multiple users to use our Services in order to jointly place Bet(s) on a specific Lottery Draw ("Syndicate") such that the total Winnings of all users participating in the same Syndicate will eventually be allocated between the users forming part of the Syndicate based on their respective share in such Syndicate. The portion due to you of any Winning resulting from the Syndicate will correspond to the share you have purchased of the total shares in that Syndicate.
- 6.6.7 The total Stakes payable by Player for the relevant lottery draw shall be determined by the number of betting boxes and numbers, the draw day and the number of draws chosen by Player. Stakes shall be displayed on the respective bet slip at the time when a Bet is placed.
- 6.6.8 If a Player wishes to bet on the outcome of a Lottery, he must be sure, and is solely responsible for ensuring, that all elements of the bet are correct: once the order is submitted by clicking the button and therewith confirming the placement of the Bet, it cannot be cancelled or amended in any way by Player. Stakes will then be debited from your Player Account or by any other means of payment accepted by Lottoday and selected by Player. Stakes for subscription Bets are charged in advance at the beginning of the relevant period for all draws selected for the desired period. The contract between Player and Lottoday on the placement of a Bet is considered concluded when Lottoday notifies Player by e-mail that the Bet has been accepted. The notification includes all information relevant to the contract concluded between Player and Lottoday in respect of the placement of the Bet.
- 6.6.9 If Lottoday declines the acceptance of a Bet, the relevant Stakes shall be refunded.

6.6.10 Results (including the Prize Allocation) of the respective Lottery can be checked on the webpage of the respective Lottery operator or on the Website.

The probability of winning or approximate winning for each Bet will be made available to Player on the Website under section 'Odds'.

ii) Games

The specific rules for each Game can be found on the Website. Unless specified otherwise on the Website, the following general provisions apply:

6.7 Game offer Players the opportunity to participate in Games operated by Lottoday. Game plans and the probability of winning for the Games are set by Lottoday.

6.8 Upon playing a Game, Player is randomly allocated a pre-determined result. Any actions undertaken by Player during the Game do not influence that result.

6.9 Stakes for the relevant Game will be displayed on the Website within the respective Game.

6.10 Player purchases tickets of the respective Game by clicking the relevant button on the Website; the contract between Player and Lottoday on the purchase of a Game ticket is considered concluded in this moment. Player must be sure, and solely responsible for ensuring, that all elements of the purchase of Game tickets are correct: once the order is submitted by clicking the button and therewith confirming the purchase of the Game ticket, it cannot be cancelled or amended in any way by Player. Stakes will then be debited from Player's Player Account or taken using any other means of payment accepted by Lottoday and selected by Player.

6.11 Players learn immediately after having started the game by playing or opening the ticket whether and, if applicable, the amount they have won.

6.12 Players can find on the Website details of the Prize Category and the Prizes that can be won for the respective Game.

6.13 If there is a discrepancy between the Winning prize displayed immediately at the end of the Game and the amount displayed in Player's Player Account, then the amount displayed in the Player Account is decisive.